

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

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OHIO CASUALTY
INSURANCE COMPANY,

Plaintiff,

v.

MANIFOLD CONSTRUCTION,
LLC, JACK MANIFOLD, MELISSA
MANIFOLD, WHITTELSEY
PROPERTIES, INC., C.S.
WHITTELSEY, III, and C.S.
WHITTELSEY, IV,

Defendants.

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DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

CIVIL ACTION NO. ~~2006~~ 3:06-cv-977-MEF

COMPLAINT FOR DECLARATORY JUDGMENT

1. The Plaintiff, Ohio Casualty Insurance Company ("Ohio Casualty") is a corporation which was incorporated in the State of Ohio and has its principal place of business in Ohio.

2. Defendant Manifold Construction, L.L.C., is a limited liability company formed in the State of Alabama and has its principal place of business in Alabama. Defendant Whittelsey Properties, Inc., is a corporation incorporated in the State of Alabama and also has its principal place of business in Alabama.

3. Each of the other defendants are individuals who are resident citizens of the State of Alabama.

4. This Court has subject matter jurisdiction of this cause by virtue of 28 U.S.C. § 1332 based on diversity of citizenship and the fact that the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs when.

5. On or about February 24, 2005, Defendants Whittelsey Properties, Inc., C.S. Whittelsey, III, and C.S. Whittelsey, IV, (hereinafter “the Whittelsey Defendants”) filed suit against the other Defendants (hereinafter “the Manifold Defendants”) in the Circuit Court for Lee County, Alabama, based on the Manifold Defendants’ alleged failure to properly perform a contract to construct a subdivision.

6. Ultimately, the Manifold Defendants gave notice of the lawsuit to the Plaintiff herein and requested that the Plaintiff provide a defense and indemnity with regard to the claims in the lawsuit, as amended, pursuant to a policy of liability insurance issued by the Plaintiff.

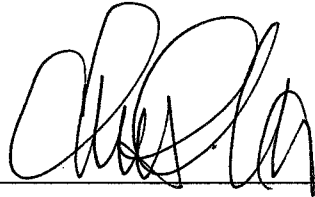
7. Since then, a justiciable controversy has arisen between the parties herein regarding the rights and obligations of the parties under the aforementioned policy of liability insurance with regard to the underlying lawsuit, as amended.

WHEREFORE, the Plaintiff demands judgment as follows:

1. that the Court determine the rights and obligations of the parties under the policy of insurance as they relate to the underlying lawsuit;
2. that the Court declare that the Plaintiff has no duties or obligations to

defend further or to pay any judgment that may be rendered in the underlying lawsuit;
and

3. that the Court award such further and different relief as is appropriate.



Christopher Lyle McIlwain (MCI-002)
Attorney for Plaintiff
Ohio Casualty Insurance Company

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